

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400295

PRINT DATE: 10/19/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1233013826
MULTY GRAIN FOODS LLC
PO BOX 566

LUMBERTON, NJ 08048
(609) 234-5466

REFER QUESTIONS TO:

TRUDY M LILLER
(410) 767-8855
TRUDY.LILLER@DGS.STATE.MD.US

ITB:

EXPR DATE: 01/31/13
POST DATE: 11/30/11

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT *
* FOR *
* VEGETARIAN FOODS *

VENDOR CONTACT: MIKE BOGGS PH# 609-234-5466
FAX 609-784-8545

CONTRACT PERIOD NOVEMBER 30, 2011 THRU JANUARY 31, 2013

THIS IS THE FINAL RENEWAL OPTION FOR AN ADDITIONL ONE (1) YEAR AT THE SAME TERMS AND CONDITIONS.

THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

DELIVERY:

DELIVERY MUST BE COMPLETED WITHIN FIFTEEN (15) WORKING DAYS AFTER RECEIPT OF ORDER FROM USING AUTHORITY.

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TERMS (cont'd):

AMENDMENT NO. 1: PROCESSING FEE

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS \$200.00; AMOUNTS LESS WILL BE SHIPPED WITH FREIGHT CHARGES PREPAID AND ADDED TO THE INVOICE AS A SEPARATE LINE ITEM.

THIS CONTRACT DOES NOT OBLIGATE THE VENDEE TO PURCHASE ANY MINIMUM QUANTITIES OF DOLLAR VALUE DURING THE CONTRACT PERIOD, OTHER THAN TO COMPLY WITH THE "MINIMUM ORDER QUANTITIES FOR F.O.B. DELIVERED" FOR THE PRICES QUOTED. CONTRACTOR MUST ACCEPT ORDERS FROM ALL STATE FACILITIES REGARDLESS OF ORDER AMOUNT. STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE AND MEET MINIMUM ORDER REQUIREMENTS WHEN POSSIBLE.

PRICE ESCALATION/DE-ESCALATION:

1. IF NECESSARY, PRICES MAY BE ADJUSTED AFTER 180 DAYS, IN ACCORDANCE WITH THIS CLAUSE. REQUESTS FOR PRICE ADJUSTMENTS MUST BE RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE REQUESTED DATE OF INCREASE. THE REQUEST MUST BE FAXED TO THE PROCUREMENT OFFICER AND WILL BECOME EFFECTIVE ONLY IF APPROVED BY THE PROCUREMENT OFFICER.

2. A REQUEST FOR PRICE INCREASES SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE

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TERMS (cont'd):

THAT THE SUPPLIER COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY SUBMITTING, TO THE PROCUREMENT OFFICER OR HIS DESIGNATED REPRESENTATIVE FOR COMPARISON, DATED CURRENT INVOICES FROM THE BIDDER'S SUPPLIER REFLECTING THE INCREASE IN SUPPLIER COST THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT PRICE, AND ALL OTHER DOCUMENTATION AVAILABLE TO SUPPORT THE INCREASE. ANY INCREASE GRANTED WILL NOT EXCEED THE MARGIN BETWEEN THE SUPPLIER COST AND CONTRACT PRICE ESTABLISHED ON THE BID OPENING DATE.

3. ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR 180 DAYS. PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE, IN WHICH CASE THE CONTRACT FOR THE ITEM WHICH AN INCREASE WAS DENIED WILL BE CANCELED IF REQUESTED BY THE VENDOR.

4. THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DAY OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION.

INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

5. THE NET CHANGE, DEFINED AS THE TOTAL CHANGE OF ESCALATION OF THE PRODUCT COST WILL BE THE AMOUNT OF THE INCREASE GRANTED.

THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	38547-000050	CS	31.5625
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BURGER, BLACK BEAN

SPICY BLACK BEAN BURGER, 1 PATTIE, 93 GRAMS SERVING SIZE, 13 GRAMS PROTEIN. MORNINGSTAR, MON CUISINE OR APPROVED EQUAL.

0002	38547-580072	CS	30.5525
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BUFFALO WING, 10 GRAMS PROTEIN, 3 WING SERVING SIZE, BRAND MULTI-GRAIN, NUMBER 3190, 10 LB. PER CASE.

BRAND, CODE _____ CASE, PACK _____

0003	38547-300021	CS	30.1485
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GARDENBURGER VEGGIE VEGAN PATTIES PACKED 48/3.4 OZ PATTIES PER CASE APPROX. USAGE 80 CASES PER MONTH

0004	38547-000004	CS	32.5725
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CHICKEN WHEAT, MEATLESS, TEXTURIZED WHEAT PROTEIN, 22 GRAM PROTEIN MINIMUM, 4 OZ SERVINGS

0005	38547-170060	CS	28.0275
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BREAKFAST PATTY, COMPLETELY MEATLESS, PRE-COOKED, FROZEN, 7.5 GRAMS PROTEIN PER PATTY, 38 GRAM WEIGHT. 112 PER CASE.

_____ END OF ITEM LIST _____

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING CONTRACT PERIOD

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TERMS (cont'd):

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

PRICES QUOTED MUST BE VALID FOR NINETY (90) DAYS AFTER BID OPENING UNLESS OTHERWISE PROVIDED IN THE STATE SOLICITATION DOCUMENTS. A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" IS INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY: _____

Margaret Harrison

BUYER AUTHORIZED DESIGNEE

DATE: _____

10/19/2012